

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

भारत

INDIA

बिहार BIHAR

2 MAR 2023

कोषागार पदाधिकारी
मुंगेर,

Executive Engineer
RWD Works Division
Bhagalpur.

Bank Guarantee No 042816FIN 000223 Dated 17/5/2022 for
Rs. 7,75,000.00

1. In Consideration of the president of India (hereinafter called "the Government") having agreed to exempt M/S P. Prakash Construction, Laldarwaza, Munger [hereinafter called "the said Contractor(S)"] from the demand, under the terms and conditions of a bid dated 17.05.2023 made between Executive Engineer, RWD Works Division, Bhagalpur and M/S P. Prakash Construction, Laldarwaza, Munger for 'MR-N/23-24 BHAGALPUR/02' (hereinafter called "the said Bid") of security deposit for the due fulfillment by the said contractor(s) of the terms and



conditions contained in the said Bid, on production of a Bank Guarantee for Rs. 7,75,000.00 (Rupees Seven Lacs Seventy Five Thousand) only. We, UCO Bank, Munger Branch (hereinafter referred to as "the Bank") at the request of M/S P. Prakash Construction [Contractor(s)] do hereby undertake to pay to the Government an amount not exceeding Rs. 7,75,000.00 (Rupees Seven Lacs Seventy Five Thousand) only against any loss or damage caused to or suffered or would be caused to or suffered by the Government by the said contractor(s) of any of the terms or conditions contained in the said Bid.

2. We UCO Bank, Munger Branch, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the government stating that the amount claimed is due by way of loss or damage cause to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Bid or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. 7,75,000.00 (Rupees Seven Lacs Seventy Five Thousand) only.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /Supplies(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment hereunder and the contractor(s)/Supplier(s) shall have no claim against us for making such payment.
4. We, UCO Bank, Munger Branch further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Bid and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged of till Dec 16 2023 Office of Executive Engineer, RWD Works Division, Bhagalpur Certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the



Guarantee Expiry date we shall be discharged from all liability under this guarantee thereafter.

5. We, UCO Bank, Munger Branch, further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said contractor(s) from time to time postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, UCO Bank, Munger Branch lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs. 7.75,000.00 (Rupees Seven Lacs Seventy Five Thousand) only.

ii) This bank guarantee shall be valid upto Dec 16, 2023

iii) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and if you serve upon us a written claim or demand on or before Dec 16, 2023

8. Dated the 16th day of May 2023 for UCO Bank.

Sr. Manager



Chief Manager

pledged to EE, RWD works division, Bhagalpur

यूको बैंक
UCO Bank

जारी करने की तारीख
28-JUL-2023
Date of Issue.....
ANY ONE PARTNER

YITET7 BRANCH

सावधि जमा रसीद

प्र. No. PAT/CFD/001
 म/स.प. PRAKASH
 040084
 CONSTRUCTION
 FIXED DEPOSIT RECEIPT
 भारतीय गिफ्ट खाता

Five Thousand
(Rupees) 5,000.00

a sum of Rs.
की राशी
प्रतिवर्ष
% per annum

to be kept as FIXED DEPOSIT carrying interest at the rate of 8.50% per annum.

दिन / महीने / वर्ष तक रखे जाने के लिए सधन्यवाद प्राप्त की।
 days / months / years

रकम जमा के रूप में

सावधि जमा के रूप में
for a period of.....

परिपक्वता की तारीख
Date of Maturity

जमा नही गर्द राखि

नमो को गड राश

100

5,000.00

12 MONTHS

0 DAYS

28-JUL-2024

5,333.00

5,000.00

Real-Geog

महा प्रबंधक Asst. Manager

प्रबंधक Manager

भारतीय नैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

बिहार BIHAR

11/2023
लोकार्पण प्रमाणिका
मुम्बै

SURESH KUMAR AGRAWAL
STAMP VENDER
Sadar Court, Munger, L.P.Nr-4/16-87

To,
Executive Engineer
RWD Works Division
Bhagalpur.

Bank Guarantee No 0428INPER00223..... Dated 28/07/23 for
Rs. 14,46,000.00

1. In Consideration of the Government of India (hereinafter called "the Government") having agreed to exempt M/S P. Prakash Construction, Laldarwaza, Munger [hereinafter called "the said Contractor(S)"] from the demand, under the terms and conditions of an agreement/acceptance Letter No 1418/Bhagalpur dated 03.07.2023 made between P. Prakash Construction and Government acting through Executive Engineer, RWD Works Division, Bhagalpur for Tender of 'Construction of Road Work (MR 3054) Package No- MR-N/23-24 BHAGALPUR/02 Under Sultanganj Block' (hereinafter called "the said Agreement"), of Performante Guarantee for the due fulfilment by the said Contractor (s) of the terms and condition contained in the said Agreement, on production of



an irrevocable Bank Guarantee drawn in favor of Executive Engineer, RWD Works Division, Bhagalpur for Rs 14,46,000.00 (Rupees Fourteen Lacs Forty Six Thousand Only). We, UCO Bank, Munger Branch (hereinafter referred to as "the Bank") at the request of M/S P. Prakash Construction [Contractor(s)] do hereby undertake to pay to the Government an amount not exceeding Rs. 14,46,000.00 (Rupees Fourteen Lacs Forty Six Thousand Only) only against any loss or damage caused to or suffered or would be caused to or suffered by the Government by the said contractor(s) of any of the terms or conditions contained in the said Bid.

2. We UCO Bank, Munger Branch, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the government stating that the amount claimed is due by way of loss or damage cause to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Bid or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. 14,46,000.00 (Rupees Fourteen Lacs Forty Six Thousand) only.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /Supplies(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment hereunder and the contractor(s)/Supplier(s) shall have no claim against us for making such payment.
4. We, UCO Bank, Munger Branch further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Bid and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged of till **July 27, 2024** Office of Executive Engineer, RWD Works Division, Bhagalpur Certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this



guarantee is made on us in writing on or before the Guarantee Expiry date we shall be discharged from all liability under this guarantee thereafter.

5. We, UCO Bank, Munger Branch, further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said contractor(s) from time to time postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, UCO Bank, Munger Branch ~~lastly undertake not to revoke this~~ guarantee during its currency except with the previous consent of the Government in writing.

Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs. 14,46,000.00 (Rupees Fourteen Lacs Forty Six Thousand) only.
- ii) This bank guarantee shall be valid upto July 27, 2024
- iii) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and if you serve upon us a written claim or demand on or before July 27, 2024

8. Dated the 28th day of July 2023 for UCO Bank.

Manager



Chief Manager

an irrevocable Bank Guarantee drawn in favor of Executive Engineer, RWD Works Division, Bhagalpur for Rs 9,56,000.00 (Rupees Nine Lacs Fifty Six Thousand Only). We, UCO Bank, Munger Branch (hereinafter referred to as "the Bank") at the request of M/S P. Prakash Construction [Contractor(s)] do hereby undertake to pay to the Government an amount not exceeding Rs. 9,56,000.00 (Rupees Nine Lacs Fifty Six Thousand Only) only against any loss or damage caused to or suffered or would be caused to or suffered by the Government by the said contractor(s) of any of the terms or conditions contained in the said Bid.

2. We UCO Bank, Munger Branch, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the government stating that the amount claimed is due by way of loss or damage cause to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Bid or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. 9,56,000.00 (Rupees Nine Lacs Fifty Six Thousand) only.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /Supplies(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment hereunder and the contractor(s)/Supplier(s) shall have no claim against us for making such payment.
4. We, UCO Bank, Munger Branch further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Bid and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged of till **July 27, 2024** Office of Executive Engineer, RWD Works Division, Bhagalpur Certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the Guarantee Expiry date we shall be discharged from all liability under this guarantee thereafter.



5. We, UCO Bank, Munger Branch, further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said contractor(s) from time to time postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, UCO Bank, Munger Branch lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs. 9,56,000.00 (Rupees Nine Lacs Fifty Six Thousand) only.
- ii) This bank guarantee shall be valid upto July 27, 2024
- iii) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and if you serve upon us a written claim or demand on or before July 27, 2024

8. Dated the 28th day of July 2023 for UCO Bank.


Manager




Chief Manager